



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

REQUEST FOR PROPOSAL (RFP) NO. 24-04 PANEL OF LEGAL SERVICE PROVIDERS

RFP PROPOSED SCHEDULE	
RFP Posted	Monday, February 26, 2024
Advertisement	Monday, February 26, 2024 Monday, March 4, 2024
Questions regarding this RFP submitted to District by 2:00 pm PST	Thursday, March 28, 2024
Questions and Answers posted to Website	Tuesday, April 9, 2024
Proposer Responses Due by 2:00 pm PST	Tuesday, April 23, 2024
Proposal Opening	Tuesday, April 23, 2024
Interviews with Proposers	Wednesday, May 15, 2024, to Friday, May 24, 2024
Notice of Intent to Award	Friday, Monday, June 3, 2024
Board Date for Approval	Wednesday, June 12, 2024

PROCUREMENT UNIT
Attention: Ms. Ramona Divinagracia
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2421



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1. INTRODUCTION

1.1. Purpose of Request for Proposal

The purpose of this Request for Proposal ("RFP") is to solicit proposals for four (4) separate panels of legal service providers for the Los Angeles Community College District ("District") and select a single legal service provider to advise the District's Citizen's Oversight Committee ("DCOC"). Firms responding to this RFP will be evaluated for inclusion as a legal services provider for the District in its respective panel.

This RFP is intended to solicit responses from firms that will enter into a five (5) year contract to provide legal services for the District. Once under contract as a panelist, individual matters are assigned based upon expertise, particular skills and successes of the firm, financial considerations, and proposed strategies.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of this RFP supersedes all other documents related to RFP 24-04 obtained from any source, either by written or verbal communications.

The competitive method used for this solicitation is a Request For Proposal (RFP). Selection of a successful firm or firms (alternately referred to as "Proposer" in this RFP) will be made through competitive procurement procedures, which will include factors discussed in Section 3 of this RFP.

This RFP shall not be construed (1) to create an obligation on the part of the District to enter into a contract with any firm or (2) to serve as the basis of a claim for reimbursement of expenditures related to the development of a proposal. Proposers shall be solely responsible for any expenses incurred as a result of its submittal under this RFP.

1.2. About the District

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms.

LACCD serves a population of over five million residents in Southern California within an area of 882 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles.



The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Accrediting Commission for Community and Junior Colleges, a division of the Western Association of Schools and Colleges, accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Technical College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

In Fall 2021 the District employed more than 6,000 full-and part-time personnel and served about 156,000 full-and part-time students in the 2021-22 academic year. More information about the District and its colleges can be found online at:

<https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>

The District maintains a \$14.9 billion bond-funded building program which began in 2001 with Proposition A and since expanded with Proposition AA (2003), Measure J (2008), Measure CC (2016) and Measure LA (2022). The building program has provided state of the art learning environments at each of its nine colleges, which have also benefited the communities each college serves with improved facilities and athletic fields for recreational and competitive play.

2. GENERAL GOALS AND SCOPE OF SERVICES

The method used for this solicitation is a Request for Proposal (“RFP”). Selection of contractors will be made through competitive procurement procedures, which will include factors such as experience and fees to be charged, as discussed in Section 6. Proposal Evaluation and Contract Award of this RFP. The following general rules and information are applicable to this RFP.



2.1. General Goals

The LACCD welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined above, with a strong preference for those with a demonstrable history of providing support to individuals and communities from diverse backgrounds, especially in service to educational institutions and higher education. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

2.2. Scope of Services

Please refer to Appendix A, Specifications of Services and Scope of Services.

2.3. Term of Contract

The contract awarded through this RFP is expected to be effective for a five (5) year period from August 1, 2024 to July 31, 2029. Either party may terminate the contract with no less than 30 days written notice of the intent to terminate the contract.

3. GENERAL INFORMATION AND GUIDELINES

This is a competitive Request for Proposal (“RFP”) conducted under the laws and regulations of the State of California applicable to the District. Proposers should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought, as well as the conditions in providing such services. Proposers must fully comply with the instructions set forth below or their proposals may be rejected as non-responsive.

3.1. District Contact Person

The District Contact Person for this RFP is given below. Potential contractors who either: (1) require clarification regarding the intent or content of this RFP; or (2) did not receive all of the materials must contact the District Contact Person. Contact regarding this RFP with any District representative other than the District Contact Person, or his/her designee, may disqualify the proposer. Requests for clarification shall be submitted in writing add date and may be posted on the District’s website, with the responses.

Ramona Divinagracia
Procurement Specialist
Los Angeles Community College District



Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2421
email: DIVINARF@LACCD.EDU

3.2. Internet Access to this RFP

All materials related to the RFP will be available on the internet at:

<https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>

A Respondent who chooses to download an RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.

Failure to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: There may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials.

3.3. Unauthorized Communications

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

3.4. Interested Parties

Providers who are advisors to the District in respect to the RFP process are not allowed to



submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

3.5. Proposer Clarifications

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation to, at any point in the RFP process to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked maybe different for each Proposer.

3.6. False Information

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

3.7. District Confirmation

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

3.8. No Joint Offers Accepted

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual provider and not with multiple providers doing business as a joint venture. Accordingly, where two or more providers desire to join in preparing and submitting Proposals, they



should do so on a prime- subcontractor basis, rather than as a joint venture or informal team. The provider acting as the “prime”, if it receives the Award, will enter into the Agreement with the District.

3.9. District Determinations

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer’s compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

4. INSTRUCTIONS AND GENERAL CONDITIONS

4.1. RFP Instructions and General Conditions

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by “DISTRICT” as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

A. RFP Schedule

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RFP Posted	Monday, February 26, 2024
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Board Date for Approval	Wednesday, June 12, 2024

The District reserves the right, at any time, to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. Proposal Submission and Opening

The proposer shall submit to the District one (1) **printed original and ten (10) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the items in this RFP and must be received by the District no later than 2:00 p.m. on Tuesday, April 23, 2024.** One of the copies shall be marked "Master" and contain original signatures in all locations requiring a signature. The remaining copies do not require signatures.

Proposals are to be enclosed in a sealed package displaying the proposer’s name and California Secretary of State Certificate of registration/Entity File number the words: "PROPOSAL RESPONDING TO RFP No. 24-04: PANEL OF LEGAL SERVICE PROVIDERS".

Mail or deliver proposals to:

*Los Angeles Community College District, Procurement Unit
770 Wilshire Blvd, 6th Floor
Los Angeles, California 90017
Attention: Ms. Ramona Divinagracia
Procurement Specialist*

Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during evaluation.

Proposals must be received by 2:00 p.m., PST on Tuesday, April 23, 2024. Any proposals received after the time and date above may at the District’s sole discretion of the District, be returned unopen or set aside without consideration

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be



scheduled for delays caused by downtown Los Angeles area traffic and parking.

District does not provide parking accommodations to proposers submitting proposals.

The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or email will not be accepted.

Proposers may withdraw a proposal at any time prior to the proposal opening date of April 23, 2024 by submitting a written request to the District.

All proposals must be provider offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 90 calendar days following the Proposal Submission Deadline.-Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

C. Meeting RFP Specifications

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

D. Proposed Information to be Accurate, Complete and Valid

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of services, which is set forth in Appendix A – Scope of Services.

Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

E. Authorized Signatures

Exhibits A through G must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District



is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

F. Authorization to Do Business

All Proposers **must be authorized to do business in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of submission of the proposal. The Proposer shall provide the corporate number issued by the Secretary of State with its proposal.**

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement. For Example, a Proposer must be licensed to practice law in the State of California and must furnish its tax identification number.

G. Requirements

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

H. Questions about RFP

Proposers with questions regarding: (1) the intent or content of this RFP; or (2) the competitive proposal process procedure, may request clarification by submitting written questions by email to: Ramona Divinagracia, at DIVINARF@laccd.edu on or before **2:00 p.m. Pacific Standard Time, Thursday, March 28, 2024. Please include "Questions Relating to RFP 24-04: Panel of Legal Service Providers" in the subject line.**



Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above deadline or submitted in a manner other than as instructed above.

Written responses will be posted on the website: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals> and made available to all the proposers without identifying the submitter.

Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer.

I. RFP Addenda

If it becomes necessary for "DISTRICT" to revise any part of this RFP or to provide clarification or additional information after the proposal documents are released, written addenda posted at the following website address: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with "DISTRICT" for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit D.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the "DISTRICT" as a basis for determining a proposal as non-responsive.

J. Interpretation of Documents

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the



proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

K. Withdrawal/Proposal Irrevocable for ninety (90) Days

A Proposer may withdraw its proposal at any time prior to the proposal opening date of April 23, 2024 by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

L. Exemption from Disclosure

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been approved by the LACCD Board of Trustees. Proposals regarding specific cases or matters and performance under the contract shall be bound by the privileges for attorney-client communication and/or attorney work product. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the provider agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.



M. Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the Proposer to: (1) Prepare its proposal in response to this RFP; (2) Submit that proposal to "DISTRICT"; (3) Negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) Engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

N. Subcontractors for Legal Support Services

Subcontracting of services for court reporting, registered legal photocopies and other legal support services necessary for providing legal services is permitted. Subcontractor services in excess of Five Hundred Dollars (\$500.00) to be charged to the District must be approved by the District in advance and may be limited to District-identified vendors.

O. Immaterial Defect in Proposal

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

P. Oral Communications

Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer and/or Contractor.

Q. RFP as Part of Final Contract

At the District's discretion, the content of this RFP may be incorporated into the final contract.



R. Proposed Contract

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit H of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any.

Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.

S. Exceptions/Deviations

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Professional Services Agreement, must be declared in writing in Exhibit D within the proposal; and failure to do so will prevent Proposer from asserting its inability to comply with the terms or conditions later on. **Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit E - "Exceptions and Deviations to Professional Services Agreement."** The District will make a good faith effort to consider contractual issues identified by providers and "DISTRICT" requires all proposing providers to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

Proposals that mandate the use of provider standard services contract, rather than utilizing the District's standard services contract will result in that provider's proposal being judged non-responsive and these proposals will be rejected.

Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 5 - Term of Agreement
- Section 15 - Family Educational Rights Privacy Act (FERPA)



- Section 16 - Governing Law
- Section 17 - Non-Discrimination
- Section 20 - Board Authorization

The Proposer's attention is again directed to sections 12 and 13 of the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

T. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit "DISTRICT" to award a contract. "DISTRICT" expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one provider concurrently, or to cancel all or part of this RFP.

U. No Agreement Until Signed

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has authorized the contract.

V. News Releases

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.

W. Use of District Employee's Names

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.



X. Adjustments to Contract

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

Y. Contractor Evaluation

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

Z. Termination or Cancellation

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.

AA. Protests of an Award

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of "DISTRICT'S" procurement policies or of laws and regulations governing "DISTRICT'S" procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.

In order to be considered, all protests must be in writing and filed with and received by "DISTRICT", not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. **Protests received by "DISTRICT" after this date will be returned to the sender.**

The protest letter must state the basis for the protest and the remedy sought and should be addressed to:

Valencia M. Moffett
Director of Business Services or designee
Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.



BB. Other District Rights

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

5. PROPOSAL FORMAT AND CONTENT

5.1. General Introduction

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal's content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal attachments, documents, letters, and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.

Each provider submitting a proposal must follow the instructions contained in this RFP in preparing and submitting its proposal. The proposing provider is advised to thoroughly read and follow all instructions. A proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any response submitted by your provider.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

All proposals received and any information contained therein, are subject to disclosure in accordance with the California Education Code. Interested providers must respond to all of the questions listed below.

5.2. Required Components of the Proposal

5.2.1. Required Format of Proposals

In order to adequately compare and evaluate proposals objectively, all proposals ***must*** be submitted in accordance with the format below.



Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

In your proposal, please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate Provider's capabilities may also be included as addenda to a submitted proposal.

Proposers should use the following outline in organizing the contents of their proposals. (See details in Section 5.2.2)

- Cover Page
- Transmittal Letter
- Table of Contents
- Specifications of Scope of Services
- Conflict of Interest
- References

- Appendices
 - Appendix A - Supporting Documents
 - Appendix B - Authorization to Contract
 - Appendix C - Cost Structure
 - Appendix D - Mandatory Documents to be Submitted in Response
 - Appendix E - Additional Information

Sections should be separated by labeled tabs.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP



response.

5.2.2. Required Content of Proposals

This section prescribes the mandatory format for the development and presentation of a proposal. Each potential contractor must adhere to these requirements and submit all the following documents and data.

1. Cover Page

A cover page with the Proposer's name, the title, "**RFP 24-04: PANEL OF LEGAL SERVICE PROVIDERS**" and submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State. (Please see 4.F Authorization to Do Business.

2. Transmittal Letter

The transmittal letter shall briefly summarize the potential contractor's ability to perform the services specified in the RFP. The letter shall also state the potential contractor's willingness to perform the work outlined in the RFP and to enter into a formal contract with the District. The letter of transmittal must, at a minimum, contain the following:

- Identification of the offering vendor(s), including name, address email address and telephone number;
- An acknowledgement of RFP addendum and/or addenda, if any;
- During the evaluation process, District staff may have questions about a proposal. Each potential contractor shall make available a representative for answering specific questions, either orally or in writing, including: name, title, address, telephone number and email address of contact person during period of proposal evaluation
- A statement that the proposal shall remain valid for a period of not less than three (3) months, (90 days), from the due date for submittal.



- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act

A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.

- Signature of a person authorized to bind the offering provider to the terms of the proposal.
- Name and address of operating provider, names of owners or principals of provider. Also includes a completed W-9.

3. Table of Contents

Immediately following the transmittal letter, include a complete table of contents with page references for the principal sections for materials included in the proposal.

4. Response to Specifications and Scope of Services

A. Proposals and Related Experience

This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references.

Specifically include:

- Background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or



declare and explain any such status.

B. Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work for LACCD. Demonstrate that the firm has professional personnel, by identifying the key parties to perform under contract with LACCD and by providing their resumes. Please indicate years of experience both on a firm and an individual basis. The evaluation will consider amongst other factors length of practice, education, training, relevant experience and longevity with the firm.

C. See Appendix A: Description of Qualifications

D. See Appendix B: Cost Proposal

E. Reporting

Each proposal should specify the potential contractor's capability and readiness to provide electronic reports in lieu of traditional mail and telephone calls. The District is a single legal entity with nine colleges and one Office of General Counsel, which serves as the primary source for legal services for the colleges and central office staff. Each proposal should identify how the potential contractor will ensure (a) consistency of advice to the various people involved, including but not limited to, the Chancellor, General Counsel, Vice Chancellors and College Presidents and (b) documentation or reporting of advice given in order to ensure that the appropriate people are aware of issues being presented.

5. Conflict of Interest

The potential contractor should identify whether any conflict of interest or known potential conflict exists regarding (1) the District, (2) Jacobs, the current Program Manager for BuildLACCD, (3) any College Project Teams or (4) other parties representing a conflict of interest in providing legal services to the District.

6. References

A minimum of four (4) references to be included with contact names and information are required.

6.1 List of business clients—especially community colleges and school districts—to which your firm has provided similar services in the past three years. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone



numbers/email address.

7. Appendices to be Included in Proposal

7.1. Appendix A - Supporting Documents: Furnish as appendices those supporting documents (e.g., certificates of insurance, staff resumes; include a completed W-9, Request for Taxpayer Identification Number) requested in the preceding instructions.

7.2. Appendix B - Authorization to Contract. Provide pages as necessary. Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or correspondence from the Chief Executive Officer or chairperson attesting that the individual signing the proposal has the authority to make binding representations on behalf of the financial institution.

7.3. Appendix C - Cost Structure - Provide your Cost Proposal/Schedule of Fees All Proposers are required to use Appendix B, Cost Proposal to be submitted with their Proposal. Proposals shall be valid for a minimum of ninety (90) days following submission.

- Overview: This section should disclose all charges to be assessed the District and to be generated from the District's Scope of Work.
- Quote an annual total fixed flat fee for completing all requirements outlined in the Specifications/Scope of Work.

7.4. Appendix D – Mandatory Documents to be Submitted in Response

1. Completed and signed Non-Collusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Completed and signed Exceptions and Deviations (Exhibit E)
6. Completed and signed Russian Economic Sanctions Certification (Exhibit F)
7. Small, Local, Emerging, Disabled veteran-owned, Vendor (Exhibit G)



7.5. Appendix E - Additional Information: Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections

Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "G" (Exhibit H not required):

In the event that a Provider fails to submit all or any part of items (a) through (h) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Unit will notify the Provider and the Provider shall have an additional three (3) business days to submit the missing item to the Contracts Unit. Failure to submit the missing item will result in the disqualification of the Provider if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Provider's Proposal being considered in the form in which it was originally submitted. Failure to submit mandatory items after the grace period will result in the proposal being deemed non-responsive.

6. PROPOSAL EVALUATION AND CONTRACT AWARD

6.1. General

All proposals opened at the Proposal Opening will be evaluated to determine if they are responsive. Those proposals that are responsive will then be evaluated. District staff will recommend that the Board of Trustees award contracts to those potential contractors whose proposals are in the best interest of the District. The District may reject all proposals if none are considered advantageous to the District.

6.2. Evaluation Procedures

The RFP process shall commence with issuance and advertisement by the District of the RFP inviting interested providers to submit Proposals. Subject to the District's discretionary right to disqualify any provider that is not responsive to the requirements of the RFP documents, any and all interested providers are invited to respond to the RFP and to participate in the RFP process.

The District will take the following actions:



- Advertise in the Daily Journal, local bar associations, and other publications
- Inform potential contractors of the solicitation
- Issue amendments to the RFP if necessary
- Mail notice of intention to award contract
- Recommend board action to approve contracts with the selected panelists.

Upon receipt by the District, Proposals will be examined for compliance with this RFP and that all mandatory qualifications as outlined have been met.

Proposals shall be delivered to a panel of evaluators appointed by the District ("Selection Committee") consisting of appropriate District staff and possibly outside consultants. The Selection Committee will evaluate and score the Proposals according to the criteria listed below. The Procurement Unit will tabulate the scores received by each Proposer.

After-which, the Panel may then conduct interviews of the top ranked proposers achieving an average (total score will be divided by the number of evaluators) point score on the written proposal of "80" or better. Please see evaluation criteria listed in Section 6.3.1

Interviews will be held at the Educational Services Center on Wednesday, May 15, 2024, through Friday, May 24, 2024.

The purpose of the interview may be to review Respondents' ability to provide the required services, and how specific services will be furnished.

LACCD reserves the right to forego the interview stage as determined in its sole discretion. Final selection will be based upon the above factors, as well as the interview performance.

Request for Additional Information

During any phase of the evaluation the District may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and be permitted a reasonable period of time to submit the information.

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or in the event a proposer's offer is not rejected but



does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

6.3. Evaluation Process

6.3.1 Evaluation Criteria for Written Proposals

1. Written Proposals

Selection Committees for Class I, Class II, Class III, Class IV and Class V matters will be convened. The Selection Committees shall first review and evaluate the proposals. All proposals will be evaluated using the following factors:

- a. (45 Points) Professional qualifications including but not limited to:
 - Education of firm members to be employed in service on this account.
 - Experience in each area of law offered in this proposal.
 - Prior successes in the area of service being offered.
 - Satisfaction of clients.
- b. (30 Points) Fees and services.

For purposes of evaluating fees, the District has identified the following ("Reasonable Rate"):

- \$300 per hour handling common law claims and tort matters (premises liability, personal injury, defamation, etc.)
 - \$350 per hour for handling all other Class I matters
 - \$425 per hour for Class II matters
 - \$300 per hour for handling Class III Matters
 - \$185 per hour for Class IV matters
 - \$350 per hour for Class V matters
- c. (5 points) Reporting.
 - d. (5 points) References



- e. (5 points) Corporate responsibility which includes commitment to sustainability, equity and diversity, pro bono work and experience in working with socially diverse populations.
- f. (10 points) Small, local, emerging, disabled veteran-owned business

The final Proposal Score shall be determined based on the average of the scores submitted by the evaluators.

Proposals will be evaluated in accordance with your response to the criteria outlined in Section 2.2, Scope of Services. Specifically, scores will be granted based upon the criteria listed in the below chart. As noted, ten points will also be provided based on the vendor’s self-certification as a Small, Local, Emerging, Disabled Veteran-owned (SLEDV) business.

By use of numerical scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

CRITERIA FOR WRITTEN PROPOSAL SCORING	
Criteria	Points possible
Professional qualifications	45
Fees and Services	30
Reporting	5
References	5
Corporate Responsibility	5
Small, Local, Emerging, Disabled Veteran-owned (SLEDV)	10
TOTAL POSSIBLE POINTS	100



6.3.2 Evaluation Criteria for Interview

CRITERIA FOR INTERVIEW/ PRESENTATION	Points possible
Demonstrates a deep understanding of the work to be done.	30
Ability to present to and communicate with District stakeholders, including Board of Trustees, Chancellor, Cabinet and College Presidents, and District Administrators	30
Demonstrates knowledge of the LACCD and the community it serves; responsiveness to the interview questions and/or hypotheticals posed.	40
TOTAL POINTS POSSIBLE	100

- The Chair of the Selection Committee shall prepare a list of interview questions.
- Counsel proposing on Class I matters may be presented with a legal issue related to employment and discrimination and Counsel proposing on Class II matters may be presented with a legal issue related to construction litigation. Counsel for Class III matters may be given an investigation scenario. Proposers for Class IV matters may be presented with a question related to insurance matters. Proposers for Class V may be presented with a question related to bond expenditure compliance.
- Each Selection Committee member shall complete a score sheet. The average (total score will be divided by the number of evaluators) score from the score sheets shall be the final interview score for that proposer.

If interviews/presentations are conducted, these will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale and are listed below. Those proposers achieving an average score of “85” or better shall be recommended for placement on the District Legal Services Provider Panel.



The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing organization and to change the evaluation process described above if circumstances are in the best interests of District to do such.

In the event a proposal(s) is rejected or the proposal's offer is not rejected but does not result in a contract award, District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing institution in connection with the preparation or submission of a proposal.

6.4 Contract Award

It is the intent of the District to award a contract as the result of this RFP to the highest-ranked proposer(s) achieving a final interview score of "85" or better.

However, at the absolute discretion of the LACCD, multiple proposers may be considered for award and the District reserves the right to apportion the requirements of this RFP among multiple service providers or to apportion all the services described in this RFP to a single provider if this is determined to be in its best interests. The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties.

The responsive proposals receiving the highest total scores of "85" or better will be recommended for award. If LACCD cannot come to acceptable contract terms with the vendors within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next highest ranked vendors that can provide the services requested in this RFP.

6.5 Continuity of Contract

The District reserves the right to select any proposer, and award a contract to any proposer, based solely on their written proposal in order to ensure continuity of representation for the District. Such a determination shall be in the sole discretion of the District.



6.6 Additional Requirements as a Condition of Contract

A. Assignment of Matters

Contractors will be assigned matters in accordance with applicable District regulations. The District reserves the right to modify its regulations at any time, and from time to time.

B. Communication Requirements

- i. Contractor shall provide the following written correspondence, reports, and documents to the District via email:
 1. Within thirty (30) days of a litigation assignment, the contractor shall conduct a thorough review and analysis of the case and send correspondence to the District indicating whether or not the District has exposure, the reasons thereof, the amount of exposure, a discovery plan and case strategy.
 2. Status reports every sixty (60) days and upon major developments. At the top of the report, the contractor should state the billed fees to date, billed costs to date, and unbilled fees and costs to date.
 3. The contractor shall advise the District in advance of dates scheduled for depositions and appearances. Reports on depositions and court appearances should be included in the 60-day status reports unless urgent issues/decisions are pending.
 4. When engaged in trial, the contractor shall provide a daily report to the District summarizing the day's trial events, by 8:00 p.m. or as soon thereafter as practicable.

C. Case Handling

- i. One demurrer is permitted per case. If the contractor believes that a successive demurrer would be fruitful, the contractor shall seek the District's written authority to proceed by providing an analysis of why a successive demurrer may be successful. Contractor shall seek the District's authority before performing work on the successive demurrer.
- ii. Discovery disputes are to be reviewed with the supervising office if there are potential sanctions at issue.



- iii. After each 60-day report, the contractor will discuss recommendations with the supervising office to receive directions on further handling.

D. Billing

- i. Invoices shall reflect the following:

- 1. the billing time increment
- 2. a description of the specific legal tasks performed for each increment billed; and
- 3. the billing cycles.

- ii. Reimbursable Expenses: the District will reimburse the Contractor only for its out-of-pocket expenses specifically listed here, without any additional reimbursement for advancing funds for non-listed expenses. Any out-of-pocket expense not specifically listed here will be the responsibility of the Contractor. (For Workers' Comp matters, all requests for payment and/or reimbursement are to be made directly to the third-party administrator (TPA) with supporting documentation.)

- 1. Court reporter fees;
- 2. Jury fees;
- 3. Transcript fees;
- 4. Jury fees;
- 5. Witness fees;
- 6. Subpoena fees;
- 7. Mediator fees;
- 8. Cost of printing for appellate briefs, processing/service charges;
- 9. Interpreter fees
- 10. Travel expenses:

- a. Limited travel expenses will be paid upon prior written approval by District. The contractor must submit a written request for travel expenses indicating the place and dates for which travel expenses are to be paid and the reason for such travel. DISTRICT, after reviewing the written request from the Contractor, will notify the Contractor of its decision to authorize travel.
- b. Travel expense reimbursement is subject to and limited by travel expense reimbursement rates set by the DISTRICT. Upon contacting DISTRICT for travel approval, the Contractor will be notified by DISTRICT of the prevailing DISTRICT travel expense reimbursement rates.
- c. The Contractor shall timely submit a billing for reimbursement of travel expenses to the DISTRICT. The billing will indicate dates of travel expenditures and date of written authorization. Supporting documents must be attached.

- iii. Expenses/Costs shall be identified separately, and all supporting documents must



be included and produced along with the invoice. For example, if the Firm is invoicing a third party's costs/fees, then such third party's invoice must be included in the documentation provided.

iv. Invoices

1. Separate invoices must be submitted for each case, matter or advisory service.
2. Invoices for advisory legal services shall include a separate summary invoice for the purpose of processing the invoice through Accounts Payable or, through the Program Manager for bond matters, without jeopardizing attorney- client privilege.
3. DISTRICT will only pay for one attorney or paralegal's time for in-office conferences. The Contractor shall only invoice for one biller's time, except upon special authorization from the District.
4. DISTRICT will not pay for administrative tasks, i.e., photocopying, document preparation, sending or receiving faxes or typing.
5. DISTRICT will pay a maximum of 10 cents per page for all photocopies, whether in color or black and white.
6. The District does not allow billing for Lexis, Westlaw, or other research tools, databases, or services.
7. Costs in excess of \$500.00 must be authorized in advance by the office supervising the case.



Appendix A: Scope of Services/Description of Qualifications

1. Each proposal must include a description of the potential contractor's qualifications. A potential contractor may also use this section to describe any enhancements or additional services not mentioned in the RFP.
2. Each proposal should identify the specific attorneys to be assigned, provide their resumes, and describe their experience with the following areas. Each proposal must also include a brief description regarding the firm's recruitment, selection, and outreach process for attorney applicants to the firm. Potential contractors are not required to offer services in every area of law but are encouraged to offer services in each area for which they are qualified and should identify which classe(s) the firm is seeking to submit a proposal. The following areas are commonly needed by the District.

a. Class I Matters

Civil rights, discrimination, and harassment

Disability discrimination

Labor relations and employment

Bargaining and negotiations

Torts (including premises liability, personal injury, defamation, etc.)

Common law claims

School law/education law

Public records and confidentiality of employee and student records

Immigration and residency

OSHA and other safety regulations and matters

Financial aid

Public bidding

b. Class II Matters

Redevelopment

Real property CEQA



Construction management

Construction contracts

Public bidding

Project labor agreements

Litigation related to construction, construction management and program management

Professional standards for project managers

Service agreements with project managers

Environmental law

Student Housing

c. Class III Matters

Investigations of personnel or human resources matters

Investigations of harassment and discrimination complaints based on protected class

Title IX investigations

d. Class IV Matters – (Refer to Exhibit I-Guidelines for Legal Panel on Class IV Matters)

Advise, defend, and litigate claims where opposing legal representation has been obtained by the employee

Act within the bounds of California Workers' Compensation law

Provide the most cost-effective legal resolution and/or outcome based on facts and circumstances of each individual claim, in the most expeditious manner.

e. Class V Matters— (only a single firm will be awarded)

Under the supervision of the Chancellor, provide legal counsel to District Citizens Oversight Committee (DCOC) on a range of matters related to appropriate expenditure of bond revenues.



Advise DCOC on District's compliance with Proposition 39 requirements as contained in California Constitution.

Advise DCOC regarding Brown Act compliance.

Please identify any additional areas of law for which the potential contractor is offering services. Counsel may submit proposals to work on either, or both, classes of matters. Please note that this RFP is not for counsel on workers' compensation, municipal bonds, or bond disclosure matters.

3. Each proposal shall list at least one other client, especially governmental agencies where the potential contractor is currently providing legal services. The potential contractor will provide the following information regarding its governmental clients: name, address and telephone number of the client(s) and contact person(s) who may be contacted for verification of the data submitted and discussion of satisfaction with the potential contractor's services. For all proposals submitted for "Class III Matters", please include as part of your proposal submittal a copy of your current investigation procedures/guidelines or investigatory approach for handling allegations of discrimination, harassment or retaliation.



Appendix B: Cost Proposal

Provide hourly rate pricing in accordance with the District’s current requirements, as set forth in section Specifications and Scope of Services, Appendix A.

It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing the services. The proposer may offer a separate schedule for each type of additional service offered by the proposer.

If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

Positions Required to Be Identified	RATES PROPOSED PER HOUR				
	CLASS I MATTERS	CLASS II MATTERS	CLASS III MATTERS	CLASS IV MATTERS	CLASS V MATTERS
Senior/Engagement Partner					
Partners					
Senior Associates					
Associates					
Non-Legal Consultants					
Paralegal and Law Clerks					



Appendix C: List of Exhibits

- Exhibit A: Non-Collusion Affidavit
- Exhibit B: Certificate of Non-Discrimination
- Exhibit C: Completed Confidentiality Agreement
- Exhibit D: Acknowledgment of all addenda issued by the District
- Exhibit E: Exceptions and Deviations to the Standard Form Agreement
- Exhibit F: Russian Economic Sanctions Certification
- Exhibit G: Small, Local, Emerging, and Disabled Veteran (SLEDV) Business
- Exhibit H: Professional Services Agreement
- Exhibit I: Guidelines for Legal Panel Firms on Class IV Matters



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH IT'S PROPOSAL)

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Provider) _____ the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-Collusion Affidavit this

_____ Day of _____, 2024

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit B: Certificate of Non-Discrimination

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL)

Proposer hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this

_____ day of _____, 2024

PROPOSER _____

(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit C: Completed Confidentiality Agreement

The undersigned, a duly authorized officer of

_____, does hereby represent,
warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____
Name of Proposer

By: _____
Authorized Officer



Exhibit D: Acknowledgement of All Addenda Issued By The District

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit E: Exceptions and Deviations to the Standard Form Agreement

- A. The Proposer acknowledges it has seen and reviewed the Professional Services Agreement in Exhibit H and attests to the following:
B. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
1. Proposals that mandate the use of provider standard services contract, rather than utilizing the District's standard services contract.
2. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

Table with 2 columns: Section Number and Description. Rows include: Section 5 Term of Agreement, Section 15 Family Educational Rights Privacy Act (FERPA), Section 18 Governing Law, Section 19 Non-Discrimination, Section 22 Board Authorization.

In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

- checkbox We have no exceptions or deviations to the Professional Services Agreement
checkbox We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit F: Russian Economic Sanctions Certification

I, an owner or officer of the Proposer named below, hereby certify as follows:

1. I am duly authorized to execute this certification on behalf of the Proposer identified below.
2. The Proposer is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
3. The Proposer has not proposed in its Proposal submitted with this certification to enter into any contract for services related to the RFP that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
4. If Proposer is selected for the award of a contract with the District, the Proposer shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Proposer and its Subconsultants of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Proposer’s and its Subconsultants’ compliance and continuing compliance with the foregoing.

Proposer Name (print): _____

Owner/Officer Name (print): _____

Owner/Officer Signature: _____

Date: _____



Exhibit G: Certification of Small, Local, Emerging, And Disabled Veteran (SLEDV) Business

The undersigned, a duly authorized officer of _____, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

- A. Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- B. Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. Proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.
- E. Does not apply

Date: _____ *Name of Proposer*

By: _____ *Authorized Officer Signature*

Title



**EXHIBIT H: Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES)**

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

770 Wilshire Blvd.
Los Angeles, CA 90017
Attn:

Vendor's Name
Attn:
("Contractor")

DATE:

TERM OF AGREEMENT: From: _____ To: _____ inclusive.

Any reference in the header information set forth in the upper right corner on the front page of this Agreement, to "Contract Amount" and to dates identified as "Start Date" and "End Date," specifically indicates only those provisions made, or the intent thereof, to fully fund the Agreement for scheduled payments due hereunder during the current fiscal year, and is not to be construed as a reference to the intended or actual contract period, or to the full sum of payments that have been made or are still to be made under this Agreement.

RECITALS

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

- SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or



under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.



8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event



shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. INSURANCE. Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days' notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- (a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence; four million dollars (\$4,000,000) aggregate. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products



liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- (a) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- (a) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.
- (a) If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less one million dollars \$1,000,000 per occurrence or claim; two million dollars (\$2,000,000) aggregate.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

14. HIPAA Compliance. The parties agree that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA").

15. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards



of industry practice to safeguard such Student Information.

16. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
17. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
18. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
19. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
20. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
21. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.



22. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
23. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
24. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
25. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
26. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested. (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.
27. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**
- A. If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
- A. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,



Equal Employment Opportunity, Department of Labor."

- A. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

28. AUTHORIZATION TO DO BUSINESS. A contractor must be licensed to practice law in the State of California, and must furnish its tax identification number. If a contractor is a sole proprietor or partnership, the contractor must furnish a copy of a current business license issued in California. If the potential contractor is a corporation, it must be approved by the California Secretary of State to do business in California.

29. INSURANCE. A contractor must provide proof of insurance to the satisfaction of the District.

30. ASSIGNMENT OF MATTERS. Contractors will be assigned matters in accordance with applicable District regulations. The District reserves the right to modify its regulations at any time, and from time to time.

31. BILLING.

1. Invoices shall identify the billing time increment and billing cycles.
2. Cost shall be identified separately.
3. Separate invoices are to be submitted for each case or separate advisory service.
4. Invoices for cases or advisory services shall include a separate summary invoice for purposes of processing the invoice through Accounts Payable or, through the Program Manager for bond matters, without jeopardizing attorney-client privilege.
5. The procedure for billing for in-office conferences is as follows: only one attorney or paralegal's time may be billed, except upon special permission from the District.
6. No billing will be allowed for administrative time, such as photocopying, document



preparation, or typing.

7. The District does not allow billing for faxes; a maximum of 10 cents a page for photocopying will be authorized.

8. The District does not allow billing for Lexis, Westlaw, or other research tools, databases, or services.

9. Costs in excess of \$500.00 are to be authorized in advance specifically by the office supervising the case.

32. WRITTEN REPORTS

1. Written reports are to be prepared every sixty (60) days, or as otherwise directed, and upon major developments. At the top of the report, the contractor should state the billed fees to date, billed costs to date, and unbilled fees and costs to date.

2. No separate report will be needed for each deposition or appearance unless it affects case handling.

3. When a litigation matter is first received, the contractor should conduct a complete review and analysis within thirty (30) days indicating whether or not there is exposure, the reasons why exposure does or does not exist, the amount of exposure, and recommended discovery and handling.

33. VERBAL REPORTING

1. The contractor should advise the supervising office in advance when all depositions and appearances are scheduled.

2. There should be at least a telephone report on each deposition and appearance.

3. During hearings or trials, each daily report on the day's events should be given to the supervising office.

34. CASE HANDLING

1. Successive demurrers are to be authorized specifically by the supervising office.

2. Discovery disputes are to be reviewed with the supervising office if there are potential



sanctions at issue

3. After each 60-day report, the contractor will discuss recommendations with the supervising office and receive direction on further handling.

35. RUSSIAN ECONOMIC SANCTIONS CERTIFICATION. Contractor named below, hereby certifies the following:

1.) Contractor is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.

1.) Contractor has not proposed in its quotation submitted with this certification to enter into any contract for services related to this agreement that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.

1.) Contractor shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Contractor of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Contractor's compliance and continuing compliance with the foregoing.

36. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of



the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

37. DISTRICT AUTHORITY. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind District contractually. Persons acting in positions not specified above or have specific delegated authority by the Board of Trustees and those in the capacity as project managers or consultants to District do not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

&LFA1-name1&

&LFA1-stras&

&LFA1-ort01&, &lfa1-regio& &lfa1-pstlz&



By: _____

Date: _____

Name: _____

Title: _____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Name: _____

Title: _____



EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:



EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE:
(broken down as follows):

POSITION:

MAXIMUM HOURLY RATE:



EXHIBIT I: Guidelines for Legal Panel Firms on Class IV Matters

The following guidelines are intended to provide the District's legal panel firms with general direction concerning the handling of the Los Angeles Community College District workers' compensation cases. The guidelines represent the most often encountered situations affecting the authority, settlements issues and information specific to the District. They are not intended to cover every circumstance that will arise and may, in the future, be revised to cover changing developments and legislature. However, the guidelines are meant to provide a consistent approach in handling the litigation of workers' compensation cases while providing District guidelines and information in a single document for easy reference. Each approved legal firm should provide information and educate their legal staff that will represent the District regarding workers' compensation matters. Firms are asked to contact the District's Risk Management Department or the TPA should they have any questions regarding the guidelines.

OBJECTIVES

The District's objective in the defense of litigated worker's compensation cases is to minimize the cost on the District and to obtain a fair and reasonable resolution on such cases in a cost effective and expeditious manner.

Claims Handling

The District is permissively self-insured and maintains excess Workers' Compensation Insurance coverage. The District's Workers' Compensation claims are currently administered by a third-party administrator (TPA). The District is your client and expects to receive efficient and effective service. The TPA will be responsible for collecting the information necessary to effectively defend the workers' compensation case, either initially or upon request of the defense attorney.

Defense Budget

It is expected that Defense Counsel, upon assignment of a case will initially review the case file and provide the District and the TPA with a proposed Defense Counsel budget to full conclusion of the case and shall include subtotal expected Professional (Attorney) billable hours (estimated hours to full conclusion of the case); subtotal expected Para-Professional hours (estimated hours to full conclusion of the case) as allowed or authorized by District; Expert Witness – number, type (subject matter) and 40 expected subtotal costs of expert witness fees; proposed number of depositions and estimated subtotal costs. The District understands and expects each case to vary by its own facts and law, however, Workers' Compensation Defense Counsel is expected to provide an initial review and summary of the case along with the expected total budget.



Communication

The defense attorney should respond timely to telephone calls and other communication from the TPA and the District. Upon request, Panel Firms must attend Board meetings and shall appear before the Workers' Compensation Appeals Board (WCAB). It is important to keep the TPA and the District informed of the progress and provide recommended action for all claims, Labor Code Section 132a and Serious and Willful cases. Defense counsel must contact the TPA and the District in advance of any appearance or hearing to discuss relevant issues, such as potential settlement terms, benefit payments, obtaining witnesses, status of medical request and other pending matters, especially in requesting any settlement or other benefit authority. Contacting on the date of the Mandatory Settlement Conference or hearing is not acceptable. The transfer of files within the firm is discouraged. It is expected that the attorney who is assigned to the file will make all appearances for depositions and at the Board. If the assigned attorney will not be able to make an appearance, the workers compensation and or the District should be notified and advised as to who will attend.

District Claims Specialist

The Los Angeles Community College District includes 9 colleges and the District office. The District has one (1) Workers' Compensation Claims Specialist who gives authority and direction to the TPA and legal team, monitors the status of open claims, authorizes settlements under \$50,000, assists with return to work issues, monitors lost time, arranges accommodation meetings, manages Campus claims reviews, provides training to Campuses and Unions, meets with Risk Management team, disseminates information to both campus and District management personnel, coordinates obtaining witnesses and supplies any necessary information pertaining to workers' compensation cases. The ordinary line of communication is through the assigned examiner and/or supervisor with our TPA.



Unauthorized

Panel law firms must adhere to the following:

Defense Counsel submits a budget for each assignment.

Unless authorized by our TPA or the District, no agreement to use an agreed medical examiner (AME).

No stipulations concerning sick leave, vacation time or any other type of leave.

No settlement of any claim without the approval of the District.

No stipulation that the applicant is or is not a qualified injured worker (QIW) except where appropriate (e.g. Vocational Rehabilitation Proceeding).

No settlement by compromise and release of any active employee, unless previously authorized by the District (Nuisance Value).

No stipulation to arbitration by the Workers Compensation Appeals Board unless expressly mandated by law.

No agreement to pay interest on an Award greater than 7% (we are a public entity).

Settlements

All settlement authority must be obtained from the District. All settlement requests must be in writing and factually and legally supported.

Stipulations

Stipulated settlements should account for prior Awards, especially if apportionment or overlap applies and should attempt to resolve all pending cases and issues at the same time. All prior awards must be verified by index or WCAB index system.

Work Restrictions

The District requires that activity or work restrictions on permanent disabilities be specified in permanent disability stipulations. This enables the District to make required adjustments in the employees' work assignment. It also can be utilized on the issue of apportionment if the employee files a subsequent claim. Also, if more than one body part is involved, set forth the permanent disability ascribed to each body part. The amount of apportionment and overlapping related disability should be set forth so that the total permanent disability and the work-related disability for each body part and date of injury can be determined. The total amount of permanent disability and the permanent disability after apportionment and overlap should be determinable from the language of the stipulation. All requests for settlement should include the rating formula. If the medical report is based on subjective complaints or other non-work restriction standards, a supplemental report should be obtained from the doctor delineating work restrictions. For example, a "moderate" cardiovascular disability may be equated to a sedentary work restriction. Alternatively, the doctor should be deposed on this matter. If there is psychiatric permanent disability, the work impairment which justifies the award should be defined as precisely as possible. The description of the work impairment should correspond to the work impairment protocol. Consideration of the functional



manifestations for each of the eight work functions assists the employee's supervisor in placing the employee back to work.

Temporary Disability

Defense attorneys are not authorized to stipulate reinstatement of sick leave, vacation time, salary, or other benefits not within the jurisdiction of the WCAB. If the applicant agrees s/he has been adequately compensated, the adjuster advises there has not been an overpayment, and the medical evidence supports the temporary disability paid, then the term "adequately compensated" can be used in the temporary disability Portion of the stipulation. If the applicant agrees that there is no further claim for temporary disability, but the three criteria above are not ascertained, the term "no further claim" should be placed in the temporary disability portion of the stipulation. If the dates of temporary disability are put the stipulation, use of the phrase " less credit for days worked" will eliminate inconsistencies between the medical record and payroll documents that might be discovered when the award is forwarded to the District.

Future Medical Treatment Stipulations to future medical treatment should only be made if there is medical support for such stipulation. Additionally, if medical evidence limits treatment to certain parts of the body or a specific period of time the stipulation should clearly reflect this fact. A provision in the stipulation that a prior written demand for future medical care be made to the defendant is suggested. **Medical Legal/Treatment Liens** Any settlement of medical-legal and medical treatment liens must be based on the applicable fee schedule.

Penalty and Interest Waiver

Defense attorneys for the District are to include the following penalty and interest waiver provision in all stipulations: *"Penalty and interest are waived if the award is paid within 30 days after service of the award."*

Penalty Cure Provision

On settlements involving penalties, defense attorneys should attempt to secure a penalty cure provision that allows the District 30 days to remedy an alleged future delay or non-payment without the imposition of a penalty. For example, "applicant agrees that the District will have 30 days after written notice of an alleged future delay or non-payment to correct it prior to the imposition of an additional penalty."

Commutations

If necessary, agreement to commute attorneys' fees or overpayments of Temporary Disability (TD) or Permanent Disability (PD) from the far end of the Award to the extent necessary to avoid interruption of benefits to the applicant is recommended. On 100% cases, the commutation would result in a reduction in the weekly benefit amount.



Compromise and Release

Before the case can be settled by way of compromise and release, the applicant must no longer be an employee of the District, unless the settlement is for nominal and nuisance value. Please remember the District must be contacted to determine what is nominal and nuisance value.

It is the applicants' choice to settle a claim by compromise and release. It is the defense counsels' responsibility to make sure the applicant is no longer employed by the District (e.g. retired, resigned, or discharged without pending appeals). The defense counsel may check with the District and if in doubt, the defense counsel should obtain a signed and dated resignation.

Inclusion of all claims into the compromise and release resolves the case(s) in their entirety and allows for their closure. Accordingly, the compromise and release should contain all open and closed claims that have future medical open. The compromise and release should list all dates of injury, parts of body and case numbers. A verification of all outstanding claims should be obtained either through our TPA or the WCAB. The compromise and release should include claims for other benefits, all claims for retro Temporary Disability, Permanent Disability and Supplemental Job Displacement Voucher (SJDV) and all claims for penalties and interest to date of compromise and release. It should also consider, if applicable, the reduction of lien claims.

The compromise and release should also include any applicable THOMAS, ROGERS language and declination of rehabilitation services. As with the stipulations, the compromise and release should include the same penalty and interest under the stipulations section of these guidelines.

Authority

The designated third-party administrator for the district has no settlement authority. Settlements in excess \$50,000 plus 60 days advance notice to the District. Must be approved by the Board.

Penalty Settlements

The defense attorney must obtain authorization from the District prior to settling. Prior to settlement, the attorney should investigate whether the alleged delay or nonpayment of benefits was in fact unreasonably delayed or unpaid. Medical Legal/Treatment Settlements. The District is against agreements increasing medical-legal and treatment costs in excess of those fees provided in the approved WCAB fee schedule. Medical treatment costs should be paid according to the Fee Schedule unless the provider satisfactorily demonstrates that a higher fee is warranted. Demand for fees above the applicable fee schedule should be defended, unless in a particular case payment of a higher fee will lower the Districts overall cost. For example, payment of an increased fee will avoid a penalty larger than the fee amount in issue.



Qualified Medical Examiners (QME)

Generally, a representative of the District's third-party administrator should schedule the Defense QME examinations.

Should it be determined that the treating physician's report is unsatisfactory or in need of a rebuttal, a report and objection should be made by the defense attorney. An offer of the use of AME should be provided (for those cases which continue to fall under that legal remedy) or a state panel request per new legal remedy. If an AME is not using defense attorney with request the TPA is to set a defense QME exam.

To ensure timely receipt of the treating doctor's report, the defense attorney should take action to be placed on the treating doctor's service list.

If the TPA fails to set the defense QME exam upon the second request, the defense attorney is to contact the District immediately. If there is a pending hearing or time is of the essence, the defense attorney has the discretion to set the QME exam.

Agreed Medical Examiner (AME)

AME's may be necessary in facilitating the resolution of litigated matters. Authorization must be obtained before the agreement to utilize an AME. However, no AME(s) are to be used under the following situations:

- 1) Cases where a specific legal or factual defense applies. For example, psychiatric cases where the legal defenses of a good faith personnel action or a claim after termination. These cases should be settled or tried based on an evaluation of the facts. However, if an AME is used, the legal or factual defense should be preserved. For example, deposition testimony can be obtained, and if necessary, provided to the AME.
- 2) Cases where the applicant has returned to work without work restrictions or with compatible work restrictions accepted by the district and the imposition of an additional work restriction could render an applicant a qualified injured worker (QIW). The case should be settled or tried on the basis that the applicant does not require an additional work restriction.
- 3) Cases where the treating doctor presumption applies, and the physician has found little or no disability. If the treating doctor's report is well reasoned, the case should be settled or tried on that report.
- 4) Cases where you have been instructed to try the case.



Subrogation

The District has a few chosen law firms to represent its interest in litigated third party liability matters. If the defense attorney identifies the potential for a third-party recovery, s/he should bring the matter to the attention of the third-party administrator who will then have the responsibility of controlling the subrogation issue. Additionally, defense counsel should cooperate and respond to case status inquiries from one of the District's designated subrogation attorney firms.

Depositions

Depositions are important to the discovery process, uncovering facts that assist in the defense of litigated cases. The District recommends that depositions of the employee or his/her beneficiaries be taken in the following instance:

- 1) Cumulative trauma first notice applications
- 2) Denied claims
- 3) S&W cases
- 4) 132a cases
- 5) Petitions to Reopen where applicant is no longer employed with the District
- 6) Dependency/death claims
- 7) Potential life pension cases
- 8) Employee with multiple prior claims
- 9) Preservation of testimony (see AME section above)
- 10) Suspected Fraud cases: Applicants should be asked what they can do physically and emotionally; if they are working or engaged in a private business and about any facts relating to apportionment.

Meaningful and timely deposition summaries and a copy of the transcript should be sent to the District's third party administrator with any applicable recommendations.

Appellate Litigation

Panel firms should alert the third-party administrator and the District of any appellate litigation and sufficiently in advance of any deadlines to allow the third-party administrator and the District to provide input, direction and/or assistance. Copies of appellate briefs filed by the panel firm and the opposing party should be sent to the third-party administrator and the District.



Monitor Files

The District maintains a monitor file for each claim, placing pertinent documents transmitted by the law firm. A copy of the following should be sent to District for its monitor file:

- 1) Notice of representation
- 2) Opening letter and status report to Examiner
- 3) Reports of Conference, hearing, or deposition
- 4) Memorandum of Award and Award or Order
- 5) Petitions for 132a and Serious & Willful matters
- 6) Appellate Briefs
- 7) Case Data Sheets

Monthly Reports

The District maintains monthly statistical reports on litigation. Panel firms must submit a monthly activity report to the District detailing certain information on their cases.

Storage of Closed Cases

The panel firm should store closed files in accordance with its usual and customary practice. When the firm closes its file, it should notify the third-party administrator and the District. If the firms' closed file needs to be re-opened for further litigation, the firm should inform the third-party administrator and the District.